

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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DANIEL SCHUBMEHL and KEVIN WOODS, on  
behalf of themselves and others similarly situated,

Plaintiffs,

v.

Civ. No.: 15-cv- 6432  
Hon. Valerie E. Caproni

**AFFIDAVIT OF LIANA FELT**

SARMA MELNGAILIS, ONE LUCKY DUCK HOLDINGS,  
LLC, PURE FOOD AND WINE, LLC, CGM 54 IRVING, LLC,  
d/b/a PURE FOOD AND WINE, and ONE LUCKY DUCK  
ECOMMERCE, LLC, jointly and severally,

Defendants.  
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State of New York     )  
                              )     ss.:  
County of New York    )

**LIANA FELT**, residing at 334 Eastern Parkway, Apt 5F, Brooklyn, New York 11225, being  
duly sworn, deposes and says:

1. I was an employee of One Lucky Duck E-Commerce beginning on or about May 17, 2015.
2. Throughout my employment with One Lucky Duck, I worked at the Brooklyn facility located at 630 Flushing Avenue in Brooklyn, New York.
3. My job duties included handling customer inquiries via email, fulfilling online orders, writing the company's newsletter and creating promotional materials.
4. Throughout my employment with the company, I reported directly to Sarma Melngailis.
5. I was paid on a salary basis and was expected to work thirty-five hours per week.
6. I worked five days per week and worked eight hours per day with a one-hour unpaid break.
7. Although I worked from June 22, 2015 through July 3, 2015, I was not paid for any of the hours I worked.

8. I have reviewed the Payroll Journal that was provided to Eisner & Dictor, P.C. for the entry that shows what I should have been paid for the period of June 22, through June 29, 2015. The document does not reflect any hours for me, but indicates that I was supposed to receive my usual paycheck.
9. I believe that the Payroll Journal does not reflect any hours for me because I was not required to punch-in or out due to the fact that I was a full-time salaried employee. I was never required to keep track of my hours during the time I worked for One Lucky Duck and believe this is true for all full-time salaried employees.
10. Because of this, I know that no documents exist that would show the hours that I worked.
11. I worked my usual thirty-five hours between June 22, 2015 and June 29, 2015.
12. I also worked seven hours per day (with a one-hour unpaid break) on June 30, 2015, July 1, 2015 and July 2, 2015. I worked five hours on July 3, 2015 after becoming aware that the restaurant had closed.
13. Like many other employees of One Lucky Duck, I did not receive any wages for the period of June 22, 2015 through July 3, 2015
14. My last day of work was July 3, 2015. Sarma Melngailis continued to encourage me to work and promised she would pay me the wages I was owed on Monday July 6, 2015. However, when I arrived at the Brooklyn location, Sarma was not there. I have not heard from her since, nor have I been paid for the hours I worked from June 22, 2015 through July 3, 2015.
15. At all times during my employment, I worked alongside opt-in plaintiff Andrew Elliot. During the period of June 22, 2015 through July 3, 2015, Elliot and I worked the same hours.

Sworn to before me this 22<sup>nd</sup> day  
of August, 2016



NOTARY PUBLIC

**BENJAMIN NATHAN DICTOR**  
Notary Public, State of New York  
No. 02DI6296798  
Qualified in New York County  
Commission Expires Feb. 10, 2018



LIANA FELT